



Request for Qualifications for Clinical Licensure Supervision Services

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RFQ HSS 05-02

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I. INTRODUCTION

A. Purpose

The County of San Bernardino Department of Children's Services, hereafter referred to as the "County", is seeking qualifications from interested and qualified individuals and agencies to provide individual and group clinical licensure supervision services to Clinical Social Worker (CSW) and Marriage and Family Therapist (MFT) applicants employed by the County who are working towards becoming licensed. Contracts awarded will be under a fee-for-service contract (\$90.00 per hour for individual and/or group session) for a one-year period and may be extended for up to two additional one-year periods at the discretion of the County, based upon the availability of funds and Contractor performance. An amount not to exceed \$310,000 annually has been allocated for these services. The number of awards will be determined by the quality of the proposals received.

B. Minimum Requirements

Vendor must:

1. have a minimum of three (3) years clinical experience as a Licensed Clinical Social Worker and demonstrated knowledge and expertise working with child and family issues.
2. be currently practicing and in good standing with a valid, unexpired license.
3. have no record of being disciplined or suspended by the Board of Behavioral Sciences.
4. have the ability to maintain a professional relationship and open communication with County Social Workers.
5. have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
6. have the ability to maintain adequate files and records and meet statistical reporting requirements.
7. have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
8. meet other presentation and participation requirements listed in this RFQ.

C. Correspondence

All questions or requests for additional information, correspondence, including qualifications packets, are to be submitted to:

County of San Bernardino
Human Services System
ATTN: HSS Contracts Unit (RFQ HSS 05-02)
150 South Lena Road
San Bernardino, CA 92415-0515

Lisa Ordaz, Contracts Analyst
Phone: (909) 388-0222
E-Mail: lordaz@hss.sbcounty.gov

During the procurement and evaluation process the individual identified above is the sole contact point for any inquiries or information related to this RFQ. Only if authorized by the County's contact person may other County staff provide information. Any violation of this procedure may be grounds for disqualification of the application.

D. Qualifications Submission Deadline

This procurement will remain open until further notice. Qualifications Packets will be accepted continually throughout this procurement with contracts awarded on a quarterly basis. In order for a Qualifications Packet to be considered for one of these award dates, it must be received in the HSS Contracts Unit no later than the first Tuesday of the month prior to the award month.

Example: All Qualifications Packets requesting consideration for a contract award in July must be received no later than the first Tuesday in June. Any Qualifications Application received after the first Tuesday in June would not be considered for a contract award until the following quarter, in this case October.

APPLICATION SCHEDULE

Qualification Packets Due Date(s)	Award Month – Contracts Effective
1 st Tuesday, June 2005	July 2005
1 st Tuesday, September 2005	October 2005
1 st Tuesday, December 2005	January 2006
1 st Tuesday, March 2006	April 2006

Note: The above dates are subject to change if deemed necessary by the County.

Facsimile or electronically transmitted Qualifications Applications submitted prior to the above stated deadlines will be accepted. However, a signed original that is an exact duplicate of the faxed Qualifications Application must be received within five (5) County business days of the deadline.

All Qualifications packets must be received at the address listed above no later than the first Tuesday of the Month prior to the award month as explained above.

II. QUALIFICATIONS CONDITIONS

A. Contingencies

Funding for this program is contingent on state and local funding. This Request for Qualifications (RFQ) does not commit the County to award a Contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Vendors, in writing, if the County rejects all proposals.

B. Modifications

The County has the right to issue addenda or amendments to this RFQ. The County also reserves the right to terminate this procurement at any time.

C. Qualifications Submission

To be considered, all qualifications packets must be submitted in the manner set forth in this RFQ. **It is the Vendor's responsibility to ensure that its qualifications packet arrives on or before the specified time.** All Qualifications packets and materials submitted become the property of the County.

D. Public Inspection

Qualification packets will be maintained as confidential until issuance of Contracts to selected Vendors. At that time, applications submitted in response to this RFQ become the property of the County of San Bernardino and are subject to the provisions of the California Public Records Act. This Act is designed to give reasonable public access to information in the possession of public agencies.

E. Inaccuracies or Misrepresentations

If in the course of the RFQ process or in the administration of a resulting contract, the County determines that the Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Vendor may be terminated from the RFQ process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

F. Incurred Costs

This RFQ does not commit the County to pay any costs incurred in the preparation of a qualifications packet in response to this request and Vendor agrees that all costs incurred in developing this qualifications packet are the Vendor's responsibility.

G. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their qualifications packet as may result from these negotiations.

H. Level of Service

For any Contract awarded as a result of the RFQ, no minimum or maximum number of supervisees can be guaranteed by the County.

III. PROGRAM REQUIREMENTS

A. Definitions

1. Associate Clinical Social Worker (ACSW) – The title given to a person who has received a master or doctor's degree from an accredited school of social work, and is registered with the Board of Behavioral Sciences to gain experience toward Clinical Social Worker licensure requirements.

2. Board of Behavioral Science (BSS) – The branch of the Department of Consumer Affairs that oversees licensing requirements and professional conduct for individuals practicing marriage, family, and child counseling and/or clinical social work.
3. Business and Professions Code (B & P Code) – A section of the California Code; Section 4996 outlines the requirements for Licensed Clinical Social Worker (LCSW) licensure; and section 4980 covers the requirements for Licensed Marriage Family Therapist (LMFT) licensure.
4. Clinical Social Work (CSW) – A service in which a special knowledge of social resources, human capabilities, and the part that unconscious motivation plays in determining behavior, is directed at helping people to achieve more adequate, satisfying, and productive social adjustments.
5. Clinical Supervision – The close on-going review and direction of the supervisee's clinical practice to ensure the appropriateness of the social worker services being provided to clients and the supervisee's compliance with all pertinent laws, rules, and regulations governing the social service practice being performed. This generally excludes review of technical aspects of the supervisee's cases. Case decisions remain the responsibility of the worker and his/her DCS unit supervisor. Consultation is not considered supervision.
6. Clinical Licensure Supervision – The oversight of MFT interns and ACSW by a qualified Licensure Supervisor or for the purpose of providing them with the clinical experience required to obtain their respective licenses.
7. Department of Children's Services (DCS) – The County department that administers programs designed to prevent and treat child abuse and neglect in San Bernardino County. DCS oversees and administers various programs including Child Protective Services, Adoptions, Foster Home Services, Independent Living, and other related services.
8. Direct Supervisor contact – Face-to-face contact with the supervisee/intern either in an individual or group setting for the purpose of clinical supervision.
9. Fee-for-Service – An agreement to pay a specified price for the delivery of specific supplies or services.
10. Group Supervision – For purposes of this RFQ, group supervision consists of no more than eight (8) supervisees/interns at a time receiving clinical supervision services by a Licensure Supervisor.
11. Human Services System (HSS) – A system of integrated services, where the programs and resources of eight County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
12. Individual Supervision – For purposes of this RFQ, individual supervision consists of one-on-one face-to-face contact between the licensee/intern and the Licensure Supervisor.
13. Intern – An unlicensed person who has earned his/her master's or doctor's degree qualifying him/her for licensure and who is registered with the Board of

Behavioral Sciences to gain experience toward a Marriage and Family Therapist license.

14. Licensed Clinical Social Worker (LCSW) – A licensed individual whose practice of social work principles and methods include, but is not restricted to, counseling and using applied psychotherapy of nonmedical nature with individuals, families or groups; providing information and referral services; providing or arranging for the provision of social services; explaining or interpreting the psychosocial aspects in the situations of individuals, families or groups.
15. Licensure Supervisor – For purposes of this RFQ, a person who holds a current and valid license to practice in the State of California, meets at least the minimum requirements set forth in this RFQ, and has accepted the responsibility for providing clinical licensure supervision services.
16. Marriage and Family Therapist (MFT) – A licensed individual who is authorized to use psychotherapeutic techniques with individuals, couples, families, and groups to improve the client's interpersonal relationships.
17. Marriage and Family Therapy – A service performed with individuals, couples, or groups wherein interpersonal relationships are examined for the purpose of achieving more adequate, satisfying and productive marriage and family adjustments. This practice includes relationship and pre-marital counseling.
18. Private Practice Setting - Any clinical setting other than government entity; school, college or university; non-profit and charitable corporation; or a licensed health facility as specified in Section 4996.20 of the B & P Code.
19. Request for Qualifications (RFQ) - The document used to solicit a solution or solutions from potential contractors to a specific problem or need. Although price is important, the background and experience of the vendor are evaluated in addition to the proposed pricing.
20. Supervisee – For purposes of this RFQ, the term “supervisee” is used in a broad context to refer to a County employee who is registered with the Board of Behavioral Sciences as a MFT intern or an ACSW, and who is participating in the Clinical Licensure Program.

B. Reference Documents

The Human Services System has copies of the following materials available for review:

1. California Department of Social Services Manual of Policies and Procedures 23-600
2. Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994
3. Clean Air Act (42 USC 7606)
4. Section 508 of the Clean Water Act (33 USC 1368)
5. Environmental Protection Agency regulations (40 CFR, Part 15)
6. State Energy Conservation Plan (Title 20, California Code of Regulations)

7. San Bernardino County Policy (11-10) - Recycled products
8. Americans with Disabilities Act
9. Executive Orders 11246, as amended by Executive Order 11375, 11625, 11738, 12138, 12432, 12250
10. Title VII of the Civil Rights Act of 1964
11. Sections 4980 and 4996 of the Business and Professions Codes
12. California Code of Regulations, Title 16, Division 18, Article 4, Marriage, Family and Child Counselors [1833.1 Requirements for Supervisors]
13. California Code of Regulations, Title 16, Division 18, Article 6, Licensed Clinical Social Workers [1870 Requirements for ACSW Supervisor]
14. Office of Management and Budget Circulars

Copies of these materials are available for review by appointment only, Monday through Thursday from 8:00 a.m. to 4:00 p.m. at the Human Services System Contracts Unit office.

C. Background

A primary requirement of the laws governing licensure is the mandate that all applicants receive a minimum number of hours of clinical experience under the supervision of a qualified professional prior to receiving their license. Since 1999, the County has contracted with outside agencies or individuals in private practice to provide these clinical licensure supervision services to County employees who have applied to BBS and are working towards earning their CSW or MFT licenses.

D. Program Description

1. Program Objective – The objective of the Clinical Licensure Supervision Program is to provide CSW and MFT applicants employed by the County with clinical licensure supervision services. This allows current social workers the opportunity to work towards their goal of becoming licensed and increase the County's knowledge, skill and expertise in the field.
2. Program Requirements – The following duties and responsibilities are expected of the Contractor:
 - a. The Contractor shall provide suitable Clinical Licensure Supervision Services to County LCSW or MFT applicants selected and employed by the County to ensure that they receive the required hours of supervision in accordance with BBS Examiner's regulations. The number of hours and type of direct supervisor contact is determined by the licensure requirements.
 - b. The Contractor is responsible for ensuring that supervisees or ACSW/MFT interns are in compliance with all laws, rules, and regulations governing the practice of LCSW or MFT. Consultation is not considered supervision.
 - c. The Contractor is responsible for ensuring that the extent, kind, and quality of counseling and/or social work services performed by the supervisee or

- ACSW/MFT intern are consistent with the training, education, and experience of that person. Duties include but are not limited to: reviewing client/patient records, monitoring and evaluating assessments, diagnosis, and treatment decision of the supervisee/intern, and monitoring and evaluating the ability of the supervisee to provide these services.
- d. The Contactor must be able to provide Clinical Licensure Supervision services during regular County business hours (Monday through Thursday, 7:30 a.m. – 5:00 p.m.) to individuals referred by the County, and/or other hours as necessary to accommodate the supervisee/intern needs.
 - e. The Contractor must be able to conduct these services at the Contractor's regular place of business and provide adequate space.
 - f. The Contractor shall solely and exclusively furnish all labor and expenses necessary to perform supervision and case review in a complete, professional manner at no additional cost. The Contractor will be paid only for actual hours of individual and group supervision.
 - g. The Contractor shall have a process in place that ensures that all LCSW's are fully trained in the current, updated programmatic and operational procedures of the private practice in which they work, and in the current, updated professional and academic requirements of Licensed Clinical Social Work and/or Marriage and Family Therapist.
 - h. The Contractor shall be responsible for tracking and maintaining a record of licensure hours (group and individual) for each supervisee in a format acceptable to the County. This includes obtaining signatures on required forms to document attendance at each session (group or individual).
 - i. The Contractor shall also be responsible for documenting each supervisee's performance and hours of completion in each setting where experience is gained and provide the County with a summary report each month.
3. Program Considerations – In addition to the requirements above, the Contractor is to be aware of the following program considerations:
- a. The Contractor shall immediately notify the County of complaints against, or lapse in the licensure status of, the LCSW(s) providing Clinical Licensure Supervision Services.
 - b. The Contractor shall recommend to the County the withdrawal of a supervisee or ACSW/MFT intern if the achievement or progress of the supervisee or ACSW/MFT intern does not warrant a continuation; or the behavior of the supervisee fails to conform to the laws and regulations governing experience and supervision gained in a private practice setting; or if recommended for other good cause.
 - c. The Contractor will immediately notify the County when an applicant referred for Clinical Licensure Supervision services has a conflict of interest per Business and Professions Code Section 4996.18:

- is “a spouse or relative by blood or marriage” to the Contractor or to an LCSW providing supervision to that applicant;
- is a person with whom the Contractor/LCSW has “a personal relationship”; or
- has a proprietary interest in the Contractor's business.

or

Per Business and Professions Code Section 4980.40 (f)

- is receiving, or has received, therapeutic services from the LCSW providing Clinical Licensure Supervision.

IV. CONTRACT REQUIREMENTS

A. General

1. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of County of San Bernardino.

2. Contractor Primary Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify HSS when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.

3. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) days of the address change.

4. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

5. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the San Bernardino County Human Services System. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

6. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the required persons and organizations.

7. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County Human Services System as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

8. Attorney Fees

Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under this Contract.

9. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including Section 23-602 (Code of Conduct) of Chapter 23-600 of the CDSS Manual of Policies and Procedures. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Agreement.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

10. Grievance Procedure

Contractor will ensure that staff are knowledgeable on the San Bernardino County Human Services System Complaint and Grievance Procedures

(Attachment B) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

11. Confidentiality

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

12. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Said records shall be kept and maintained within the County of San Bernardino.

Records, should include, but are not limited to monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

13. Invoices

Contractor will provide invoices to County by the tenth (10th) calendar day of the month for services provided in the previous month in a format acceptable to the County.

14. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

15. Health and Safety

Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

16. Department of Justice Clearance

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

17. Pro-Children Act of 1994

Contractor will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

18. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, Chapter 4, California Code of Regulations).

19. Recycling Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

20. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

21. Public Accessibility

Contractor shall ensure that services provided are accessible by public transportation.

22. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one working day, in writing and by telephone to the County.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from Contractor's acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- a) Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b) Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c) Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 and \$3,000,000 in the aggregate or
Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

Except for the Errors and Omissions Liability and Professional Liability, Contractor shall required the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of

services provided under this Agreement. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

Records of the Contractor which do not pertain to the program shall not be subject to audit unless provided for in another agreement.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Independent Audit Provisions

Contractor will hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

V. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or

ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from HSS Contracts Unit.

B. Civil Rights Compliance

The contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with HSS Contracts Unit within 30 calendar days of awarding of the contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HSS Contracts will supply a sample of the Plan format. The contractor will be monitored by HSS for compliance with provisions of its Civil Rights Plan.

VI. FORMER COUNTY OFFICIALS

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

VII. IMPROPER CONSIDERATION

Applicant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFQ.

The County, by written notice, may immediately reject any Qualifications packet or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the

County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

VIII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Vendor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

IX. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the Qualifications Packet or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Proposals may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, Vendor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this Qualifications Packet, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be

limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Qualifications Packet in order to facilitate eventual public inspection of the non-confidential portion of the packet.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Vendor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

X. QUALIFICATIONS SUBMISSION

A. General

1. All interested and qualified Vendors are invited to submit a qualifications packet for consideration. A minimum of three years clinical experience as a Licensed Clinical Social Worker and demonstrated knowledge and expertise working with children and family issues is required.
2. Qualifications Packets must be submitted in the format described below. Vendors are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are not necessary nor desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
3. Qualifications Packets must be complete in all respects as required in this section. A qualifications packet may not be considered if it is conditional or incomplete.
4. **Qualifications Packets must be received by the date at the designated location as specified in Section I, Paragraph D – Qualifications Submission Deadline.**
5. If any applicant or agency/organization, in its response, has trade secrets or other information, which is proprietary by law, that applicant or agency/organization must notify the County of its request to keep said information Confidential as identified in Section IX.
6. All qualifications packets and materials submitted become the property of the County.
7. Submission of an application indicates that the applicant has read and understands this RFQ, including all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of the RFQ have been satisfied.

B. Qualifications Packet Presentation

1. An original, which may be bound, and three (3) unbound copies of the written qualifications packet are required. The original copy must be clearly marked "Master Copy". If one copy is not clearly marked "Master Copy", the submission may be rejected. However, the County may at its sole option select, immediately after opening, designate one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the qualifications packet, it may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Vendor's name and "CONFIDENTIAL – Clinical Licensure Supervision Services RFQ HSS 05-02".

XI. QUALIFICATIONS EVALUATION AND SELECTION

A. Evaluation Process

All submissions will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

1. All submissions will be evaluated to determine if they meet the following minimum requirements:
 - a) The submission must be complete, in the required format, and be in compliance with all the requirements of this RFQ.
 - b) Prospective contractors must meet the requirements as stated in the Minimum Requirements as outlined in Section I, Paragraph B.

Failure to meet all of these requirements may result in the qualifications packet being rejected. No submission shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the submission.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received.

The contents of the qualifications packet of the successful Vendor will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Protests

Vendors may protest the recommended award, provided the protest is in writing, contains the RFQ number, is delivered to the address listed in Section I, Paragraph D

of this RFQ, and submitted within ten (10) calendar days of the date on the notification of intent to award.

Grounds for a protest is that the County failed to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In event of a protest, all protests will be handled by a panel designated by the Assistant County Administrator - Human Services System, Carol L. Anselmi, or her successor.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Vendor within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Authority

The final authority to award Contract(s) rests solely with the County of San Bernardino Board of Supervisors.



REQUEST FOR QUALIFICATIONS (RFQ) FOR CLINICAL LICENSURE SUPERVISION SERVICES RFQ HSS 05-02

QUALIFICATIONS APPLICATION

1. Submitted by (Individual or Legal Name of Agency/Organization):

Mailing Address _____

Street City Zip code

Telephone Number: _____ Fax Number: _____

E-mail: _____

2. Contact Person: _____ Title: _____

3. Type of Counseling License: _____ License #: _____

4. By submitting this Qualifications Application in response to the RFQ, the undersigned understands and agrees with the following statements:

- a. Funding for this program is contingent on State and Local funding.
- b. All costs for developing and completing the Qualifications Application and supporting documents are the responsibility of the individual or agency/organization submitting this application and will not be chargeable to the County of San Bernardino, and have been determined independently, without consultation with any other prospective proposer for the purpose of restricting competition.
- c. The Qualifications Application and supporting documents submitted become the property of the County.
- d. The Qualifications Application and any and all supporting documents are open to public inspection under provisions of law.
- e. The information submitted in the Qualifications Application is firm and binding for 120 calendar days from the date the proposal is opened and recorded.
- f. All aspects of the RFQ and the qualifications packet submitted shall be binding if the proposal is selected and a contract awarded.

5. The undersigned affirms all statements made in this application are true and complete to the best of his/her knowledge.

6. I hereby affirm I am duly authorized by the governing body to legally bind the agency or organization to the terms and conditions specified herein.

(Authorized Signature)

(Print Name and Title Here)

QUALIFICATIONS APPLICATION

1. How many years has the applicant or agency/organization been in business? ____ Please specify the type of legal entity (corporation, partnership, etc.)
2. How many years post license (minimum of 3 years) has the applicant or agency/organization provided clinical experience to children and families? _____

3. Does the applicant or agency/organization have any experience providing clinical licensure supervision services to Associate Clinical Social Workers and Marriage and Family Interns? ☐ yes ☐ no

If yes, describe experience providing clinical licensure supervision services. Include the number of supervisees who were licensed and the average length of time to acquire hours of experience along with an average length of time for completion of the examination process (Attach separate sheet if needed).

4. Is the agency adequately staffed and trained to perform the required services? ☐ yes ☐ no

If yes, please describe.

5. What is/are your area(s) of expertise?

6. Please list any memberships in professional associations or organizations that are job related.

QUALIFICATIONS APPLICATION

7. Please indicate availability on the chart below.

Weekday	Monday	Tuesday	Wednesday	Thursday	Friday
Availability					

8. Please check the region(s) that the applicant proposes to serve.

Region	Representative Cities	Served?
Central Valley	Rialto, Bloomington	<input type="checkbox"/> yes <input type="checkbox"/> no
East Valley	San Bernardino, Colton, Highland, Redlands	<input type="checkbox"/> yes <input type="checkbox"/> no
West Valley	Rancho Cucamonga, Ontario, Fontana	<input type="checkbox"/> yes <input type="checkbox"/> no
Mountains -East	Big Bear	<input type="checkbox"/> yes <input type="checkbox"/> no
Mountains -West	Crestline, Lake Arrowhead, Running Springs	<input type="checkbox"/> yes <input type="checkbox"/> no
Northern Desert	Apple Valley, Barstow, Hesperia, Victorville	<input type="checkbox"/> yes <input type="checkbox"/> no
Eastern Desert	Joshua Tree, Yucca Valley	<input type="checkbox"/> yes <input type="checkbox"/> no

9. List names and amounts of current contracts involving similar projects.

10. Has the applicant or agency/organization had a contract terminated prior to its original termination date during the last five years?

☐ yes ☐ no

If yes, please explain. (Attach separate sheet if needed).

11. Is the applicant or agency/organization currently delinquent in paying its State/Federal payroll taxes?

☐ yes ☐ no

If yes, please explain. (Attach separate sheet if needed).

12. Is the applicant or agency/organization currently involved in any litigation in connection with any other type of counseling/clinical services contract(s)? ☐yes ☐no

If yes, please explain. (Attach separate sheet if needed).

13. Does the applicant or agency/organization have any convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees)? ☐yes ☐no

If yes, please explain. (Attach separate sheet if needed).

14. Does the applicant or agency/organization have any controlling interest in any other firms providing equivalent or similar service or financial interest in other lines of business? ☐yes ☐no

If yes, please explain. (Attach separate sheet if needed).

15. Has the applicant or agency/organization ever been disciplined by the California Board of Behavioral Sciences, California Board of Psychology, Medical Board of California or any other licensing Board for **any** reason? ☐yes ☐no

If yes, please explain. (Attach separate sheet if needed).

16. Does the applicant or agency/organization have any Former County Officials (as defined in Section VI of the RFQ) affiliated with the organization? ☐yes ☐no

If yes, please provide name(s). (Attach separate sheet if needed).

QUALIFICATIONS APPLICATION

Synopsis of Services

Please provide a clear narrative description of the Proposer's plan for delivery of services to clients (supervisees who are working towards their Clinical Social Worker or Marriage and Family Therapist license). These individuals will be referred by the Department of Children's Services.

QUALIFICATIONS APPLICATION

Synopsis of Services

List the methods of clinical licensure supervision services that will be provided. Include a clear narrative description of methodology of counseling and supervision techniques that will be utilized.

Describe your office facilities (Include information on square footage, number of private counseling rooms, compliance with laws (i.e. American with Disabilities Act (ADA))).

QUALIFICATIONS APPLICATION

Fee Schedule for Clinical Licensure Supervision Services

Instructions:

Awarded contracts will be on a Fee-for-Service contract based upon the following rates:

Services	Maximum Fee (Hourly Rate)
Individual Licensure Supervision Session (Limited to one individual session per week per Supervisee)	\$90.00 per hour
Group Licensure Supervision Session (Limited to one group session per supervisee per month – Minimum of 2 supervisees or maximum of 8 supervisees per group session)	\$90.00 per hour per Group (\$180.00 maximum per Group Session)

Note:

By submitting a completed Qualifications Packet, the applicant or agency/organization understands they are accepting the fees identified above.

QUALIFICATIONS APPLICATION

Attach the following information with your Qualifications Packet. Please submit in the following order:

- 1) Completed Qualifications Application
- 2) Resume - Resume must include professional qualifications, employment history and memberships in any professional organizations.
- 3) Copy of valid, unexpired license issued by the California Board of Behavioral Science, California Board of Psychology or Medical Board of California.
- 4) **Counseling Agencies Only:** Provide a list of names, resumes and copies of licenses for **all** individuals who will provide clinical licensure supervision services under an awarded Contract.
- 5) Proof of insurance coverage - Provide either a certificate of insurance or evidence of ability to obtain insurance, such as, an insurance quote reflecting all of the required coverages listed in Section V, Paragraph B.
- 6) Copy of Business License.
- 7) Audited Financial Statements – Submit the most recent and complete three annual audited financial statements; the most recent must be completed within the past 18 months. If the business has been in existence for less than three years, provide the most recent statements. These statements shall be by an independent, certified public accountant.
- 8) Subcontractor Information (if applicable) - If a Vendor plans to subcontract any portion of the service delivery described in the RFQ, include a written justification for subcontracting. Attach a statement from each subcontractor, signed by a duly authorized officer, employee, or agent of the organization/firm, that includes the name and address of the organization/firm, type of work to be performed, percentage of the total work of the proposal. Statement must also include that the subcontractor will perform all work as indicated and will comply with all items as described herein. This information will be used to determine the potential responsibility of the Vendor.

Any subcontract entered into by the Contractor shall be subject to the applicable requirements of CDSS MPP Division 23, Section 604, and the Contractor shall be responsible for performance of the subcontractor.

- 9) Complaint and Grievance Procedures - Statement from Vendor that they will ensure that any complaints made by service recipients will be referred to the County in accordance with the County's procedure as defined in Attachment B, **or** a copy of the Vendor's Complaint and Grievance Procedure.

COMPLAINT AND GRIEVANCE PROCEDURES

(INSTRUCTIONS: THE PARTICIPANT IS TO READ AND RECEIVE THE TOP PORTION OF THIS FORM. THE BOTTOM PORTION OF THE FORM IS TO BE SIGNED BY SERVICE RECIPIENT AND PLACED IN THE CONTRACTOR’S RECORDS.)

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a grievance.

The following procedures are to be followed when filing a grievance:

- 1. Identify the complaint/grievance in writing and discuss it with the contractor/service provider.
Time frame: Within 1 week of discrimination/violation/problem.
If resolved at this level, no further action is required. If no resolution is apparent within 10 calendar days, proceed with Step 2.
 - 2. Forward the written complaint/grievance to your Eligibility/Social Worker (whichever is applicable).
Time frame: Within 1 week of Step 1.
If resolved at this level, no further action is required. If no resolution is apparent within 20 calendar days, proceed with Step 3.
 - 3. Forward the written complaint/grievance to DCS Program Coordinator at the following address:
Department of Children’s Services, Administrative Resources Division
825 East Hospitality Lane
San Bernardino, CA 92415-0913
Time frame: Within 1 week of Step 2.
If resolved at this level, no further action is required.
 - 4. If no solution is apparent after Steps 1-3 have been exhausted forward copy of written grievance to:
Human Services System, Contract Administrator
150 S. Lena Road
San Bernardino, CA 92415-0515
- You will be contacted within 10 calendar days of any actions being taken. Please note: Each of these steps must be completed in the sequence shown.

.....
GRIEVANCE PROCEDURE CERTIFICATION

This is to certify that I have read, understood, and received a copy of the San Bernardino County Human Services System Grievance Procedure.

Signature of Service Recipient

Date